

**STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
WATER RESOURCES DIVISION**

In the matter of:

ACO-000269

Date Entered: 05/16/2016

Aquila Farms, LLC  
3201 West Soper Road  
Bad Axe, Michigan 48413  
\_\_\_\_\_ /

**ADMINISTRATIVE CONSENT ORDER**

This document results from allegations by the Department of Environmental Quality (DEQ), Water Resources Division (WRD), that Aquila Farms, LLC (Aquila Farms) owns and operates a large concentrated animal feeding operation (CAFO) located at 3201 West Soper Road, Bad Axe, Michigan 48413 (facility), and is in violation of Part 31, Water Resources Protection (Part 31), of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.3101 *et seq.* and the administrative rules promulgated thereunder. Further, Aquila Farms is in violation of the NPDES General Permit No. MIG019000 and the associated Certificate of Coverage No. MIG010158, collectively the NPDES Permit. Aquila Farms is a person, as defined by Section 301 of the NREPA, MCL 324.301, and is registered with the Michigan Department of Licensing and Regulatory Affairs as able to conduct business in the State of Michigan under Identification No. B2331R. Aquila Farms and the DEQ agree to resolve the violations set forth herein through entry of this Administrative Consent Order (Consent Order).

**I. STIPULATIONS**

Aquila Farms and the DEQ stipulate as follows:

- 1.1 The NREPA, MCL 324.101 *et seq.*, is an act that controls pollution to protect the environment and natural resources in the state.
- 1.2 Part 31 of the NREPA and the rules promulgated pursuant thereto provide for the protection, conservation, and the control of pollution of the water resources of the state.

- 1.3 The DEQ is authorized by Section 3112(4) of Part 31 of the NREPA, MCL 324.3112(4), to enter orders requiring persons to abate pollution or otherwise cease or correct activities in violation of a specific part. The Director of the DEQ may delegate this authority to a designee under Section 301(b) of the NREPA, MCL 324.301(b).
- 1.4 Aquila Farms consents to the issuance and entry of this Consent Order and stipulates that the entry of this Consent Order constitutes a final order of the DEQ and is enforceable as such under Section 3112(4) of Part 31. Aquila Farms agrees not to contest the issuance of this Consent Order and that the resolution of this matter by the entry of this Consent Order is appropriate and acceptable. It is also agreed that this Consent Order shall become effective on the date it is signed by the Chief of the WRD, delegate of the Director, pursuant to Section 301(b) of the NREPA.
- 1.5 Aquila Farms and the DEQ agree that the signing of this Consent Order is for settlement purposes only and does not constitute an admission by Aquila Farms that the law has been violated.
- 1.6 The signatory to this Consent Order certifies that he or she is fully authorized by Aquila Farms to enter into the terms and conditions of this Consent Order and to execute and legally bind Aquila Farms to this document.
- 1.7 Aquila Farms hereby agrees to comply with the requirements of this Consent Order to resolve the violations stated in Section II of this Consent Order and agrees to achieve compliance with Part 31 and the NPDES Permit by fulfilling the terms of Section III, Compliance Program, of this Consent Order.

## **II. FINDINGS**

- 2.1 Aquila Farms has failed to comply with Part 31 of the NREPA and the NPDES Permit.
- 2.2 Section 3106 of Part 31, MCL 324.3106, states that, "the department shall issue permits that will assure compliance with state standards to regulate municipal, industrial, and commercial discharges or storage of any substance that may affect the quality of the waters of the state."

- 2.3 The NPDES General Permit No. MIG019000, under CAFO Waste Storage Structures, Physical Design & Construction Requirements, states, "CAFO waste storage structures shall include an easily visible, clearly marked depth gauge."
- 2.4 Further, in the DEQ's letter issuing a Certificate of Coverage to Aquila Farms for the facility, Aquila Farms was directed to construct all waste storage structures in accordance with the Natural Resources Conservation Service standards, set forth in Conservation Practice Standard No. 313, Waste Storage Facility.
- 2.5 The manifesting provision of Michigan's CAFO Rule, Michigan Admin Code, R 323.2196(5)(e), requires that a manifest form shall be used to track the transfer and use of production area waste or CAFO process wastewater when it is "sold, given away, or otherwise transferred to other persons (recipient) and the land application of that production area waste or CAFO process wastewater is not under the operational control of the CAFO owner or operator that generates the production area waste or CAFO process wastewater. . . ."
- 2.6 On August 6, 2008, an Incident Report was recorded by the Michigan Department of State Police in response to Aquila Farms' manure tanker accident. An estimated 4,500-5,000 gallons of liquid manure was spilled. Further documentation states the manure was spilled into a roadside ditch, where it was contained with sand dams, pumped out, and taken off-site.
- 2.7 On June 4, 2013, DEQ received an email from the Huron County Emergency Manager that a tractor and tanker, owned by Aquila Farms, had backed into a ditch and got stuck. Approximately 500 gallons of liquid manure spilled into the ditch where it was contained with sand dams, pumped out, and taken off site. Another 2,000-3,000 gallons were pumped into an improperly constructed, ground containment pit in order to haul the tractor out. The manure was pumped out of the pit, taken off-site, and land applied to Aquila Farms' field.
- 2.8 On October 8, 2013, the Huron County Emergency Services Director reported a tractor, owned by Aquila Farms, was pulling two (2) 5,000 gallon tankers containing liquid manure when it ran off the road, overturning into a wetland. Kip Cronk, DEQ, responded

to the accident. Approximately 1,000 gallons of liquid manure was discharged. Additionally, in order to remove the tankers from the wetland, liquid manure was pumped out of the tankers and into a nearby ditch. Aquila Farms reasoned that the ditch was a "natural bowl" and functioned as a ground containment pit. The DEQ identified this solution as not constructed to Part 22 standards and directed Aquila Farms not to continue this practice in future accident responses. Some of the manure was pumped into other tankers and taken off-site, while residual manure in the containment pit was mixed with clean dirt to absorb the manure, dug out, and applied to local fields.

- 2.9 Violation Notice No. 005720 (VN) was issued by the DEQ to Aquila Farms on November 12, 2013 in response to the aforementioned October 8, 2013 incident. In response to the VN, Aquila Farms stated that it had manifested the waste to Natural Fertilizer, LLC (Natural Fertilizer) and that Aquila Farms was not responsible for the discharge and only aided in accident response and clean-up efforts.
- 2.10 On December 30, 2014, a tractor hauling a large tanker jackknifed and rolled over, spilling approximately 7,300 gallons of liquid manure into and around the Pigeon River. Approximately 6,300 gallons were spilled directly into the river and approximately 1,000 gallons of sludge was present on the ground. Aquila Farms coordinated with West Side Sand Products to help with the cleanup effort.
- 2.11 Mike Kraut, DEQ, responded to the accident on January 2, 2015. Most of the river was covered by ice. No fish kills were observed. Booms were deployed by the local fire department to collect surface water contaminants. Aquila Farms cleaned up the remaining sludge present on the ice and ground.
- 2.12 On February 2, 2015, Kip Cronk and Mike Kraut, DEQ, met with representatives of Aquila Farms to discuss the 2013 and 2014 accidents. Aquila Farms was notified by the DEQ that the discharge of manure to waters of the state is a violation of Part 31 of NREPA and warrants enforcement action. In addition, the DEQ stated that it was uncertain if the manifesting of manure to Natural Fertilizer met the NPDES Permit requirements. It was stated at the meeting that the members of Aquila Farms and Natural Fertilizer are the same people – John and Anja Verhaar. Further, manifested manure was partially applied to land owned by Aquila Farms.

- 2.13 Upon further investigation, Natural Fertilizer, DLARA Identification No. E0691W, and Aquila Farms, DLARA Identification No. B2331R, both have the same Resident Agent, John Verhaar, and the same Registered Office Address, 3201 Soper Road, Bad Axe, Michigan, 48413.
- 2.14 On September 22, 2015, Kip Cronk, DEQ, sent an email to Aquila Farms in response to its 2015 Comprehensive Nutrient Management Program (CNMP) review. During the CNMP review, the DEQ stated that ten (10) waste storage structures did not have depth gauges as required by the NPDES Permit. The DEQ requested that Aquila Farms install all required depth gauges and submit photographic evidence to the DEQ upon completion.
- 2.15 On December 1, 2015, the DEQ issued an Enforcement Notice (EN) to Aquila Farms outlining the aforementioned violations.
- 2.16 On January 12, 2016, a preliminary meeting was held at the Saginaw Bay District Office between DEQ representatives and Aquila Farms representatives. At the meeting, the EN was discussed. Aquila Farms representatives asserted that the depth gauge and manifesting issues could be resolved fairly quickly. The discharge events and potential avenues for resolution were also discussed.
- 2.17 On January 14, 2016, Aquila Farms provided the DEQ with a formal written response to the EN. Aquila Farms provided corrective action measures to resolve alleged manifesting and waste storage structure depth gauge violations. All fields, owned by Natural Fertilizer, which previously received manifested manure from Aquila Farms, have been incorporated into Aquila Farms' CNMP. All required waste storage structures have had proper depth gauges installed with photographic evidence submitted to the DEQ. Aquila Farms also provided additional factual information pertaining to the unlawful discharge event that occurred on December 30, 2014. First, Aquila Farms clarified a factual error presented in the December 1, 2015, EN, which stated the December 30, 2014 discharge was approximately 9,000 gallons, when in fact the discharge was only approximately 7,300 gallons. Second, Aquila Farms stated that West Side Sand Products, a local excavating service who helped with clean-up,

estimated 7,270 gallons of the estimated 7,300 gallon discharge was recovered. The DEQ maintains its position on the circumstances and facts pertaining to the December 30, 2014 discharge event as described in Section 2.10 above. The dispute of wastewater recovery does not change the fact that the violation occurred, irrespective of the amount recovered.

- 2.18 In regards to the unlawful discharge violations of CAFO liquid manure, there is a continued pattern of negligence as demonstrated by the aforementioned incidents. Waters of the state have been impacted at least twice, with approximately 1,000 gallons spilled into a wetland and approximately 6,300 gallons spilled into the Pigeon River, both within a quarter-mile of each other.

### **III. COMPLIANCE PROGRAM**

IT IS THEREFORE AGREED AND ORDERED THAT Aquila Farms shall take the following actions to comply with and prevent further violations of Part 31 and the NPDES Permit.

- 3.1 Aquila Farms shall not directly or indirectly discharge into the waters of the state a substance that is or may become injurious pursuant to Section 3109(1) of Part 31 of the NREPA, MCL 324.3109(1).
- 3.2 Aquila Farms shall institute a specific training plan that will be used to educate those employees responsible for transporting manure from the CAFO storage lagoons to the application fields. Within 60 days after the effective date of this Consent Order, Aquila Farms shall submit its proposed training plan to the DEQ for review and approval. In the event the DEQ determines the submitted training plan is not approvable, the DEQ will provide written comments for Aquila Farms to achieve an approvable training plan. Within 30 days after receipt of the DEQ's written comments, Aquila Farms shall incorporate said comments and resubmit the training plan to the DEQ for final approval. The plan should include, at minimum, the following:
- a. Safe driving practices and maintenance checklist for the specific equipment being used to haul manure.

- b. How to adequately report and respond to an unauthorized discharge of CAFO waste. An emphasis on recovery and installation of proper soil erosion control measures at accident sites is suggested. Previous response measures were not effective and resulted in an adverse impact to the surface and/or ground waters of the state. Planting grass on slopes to reduce erosion and erecting suitable silt fences at the base of slopes are proper erosion control measures.
- c. Information on the NPDES Permit weather restrictions for applying manure.

No person shall transport any manure until they have completed a DEQ-approved training session. All attendees shall sign a form to acknowledge that they have taken the training and understand the material they have been provided with. The instructor shall sign the attendance sheet stating they provided the training and all of the signatures are valid. The specific training program needs to be reviewed and approved by the DEQ, WRD. A copy of the yearly signature sheet shall be submitted to the DEQ, WRD, Saginaw Bay District Office on the following schedule:

December 15, 2016;  
December 15, 2017;  
December 15, 2018; and  
December 15, 2019.

- 3.3 Alternate routes for manure hauling must be identified and used when hauling liquid manure wastewater to application fields using the segment of Rescue Road, on either side of the bridge crossing the Pigeon River, where two of the aforementioned accidents and unlawful discharges occurred. Not later than 30 days after the effective date of this Consent Order, Aquila Farms shall submit a list of new routes proposed for review and approval by the DEQ.
- 3.4 CAFO liquid manure hauled from the storage lagoons shall be subsurface injected or incorporated into the soil within 24 hours after application. This is a requirement of the NPDES Permit. In the case the NPDES Permit allows for manure application on an alfalfa field without 24 hour incorporation, Aquila Farms may continue this application within permit requirements. For all manure applications on snow-covered or frozen

fields, including alfalfa fields, Aquila Farms shall follow required practices of the NPDES Permit, Part I, Section A-Effluent Limitations and Monitoring Requirements, Methods, Subsections (A) and (B) and follow Part III, Technical Standard for the Surface Application of Concentrated Animal Feeding Operations Waste on Frozen or Snow-Covered Ground Without Incorporation or Injection.

- 3.5 Aquila Farms shall submit all reports, work plans, specifications, schedules, or any other writing required by this section to the Saginaw Bay District Supervisor, WRD, DEQ, 401 Ketchum Street, Suite B, Bay City, Michigan 48708-5430. The cover letter with each submittal shall identify the specific paragraph and requirement of this Consent Order that the submittal is intended to satisfy.

#### **IV. DEQ APPROVAL OF SUBMITTALS**

- 4.1 For any work plan, proposal, or other document, excluding applications for permits or licenses, that are required by this Consent Order to be submitted to the DEQ by Aquila Farms, the following process and terms of approval shall apply.
- 4.2 All work plans, proposals, and other documents required to be submitted by this Consent Order shall include all of the information required by the applicable statute and/or rule, and all of the information required by the applicable paragraph(s) of this Consent Order.
- 4.3 In the event the DEQ disapproves a work plan, proposal, or other document, it will notify Aquila Farms, in writing, specifying the reasons for such disapproval. Aquila Farms shall submit, within 30 days after receipt of such disapproval, a revised work plan, proposal, or other document which adequately addresses the reasons for the DEQ's disapproval. If the revised work plan, proposal, or other document is still not acceptable to the DEQ, the DEQ will notify Aquila Farms of this disapproval.
- 4.4 In the even the DEQ approves with specific modifications a work plan, proposal, or other document, it will notify Aquila Farms, in writing, specifying the modifications required to be made to such work plan, proposal, or other document prior to its implementation and the specific reasons for such modifications. The DEQ may require Aquila Farms to submit, prior to implementation and within 30 days after receipt of such approval with



specific modifications, a revised work plan, proposal, or other document which adequately addresses such modifications. If the revised work plan, proposal, or other document is still not acceptable to the DEQ, the DEQ will notify Aquila Farms of this disapproval.

- 4.5 Upon DEQ approval, or approval with modifications, of a work plan, proposal, or other document, such work plan, proposal, or other document shall be incorporated by reference into this Consent Order and shall be enforceable in accordance with the provisions of this Consent Order.
- 4.6 Failure by Aquila Farms to submit an approvable work plan, proposal, or other document, within the applicable time periods specified above, constitutes a violation of this Consent Order and shall subject Aquila Farms to the enforcement provisions of this Consent Order, including the stipulated penalty provisions specified in paragraph 9.3
- 4.7 Any delays cause by Aquila Farms failure to submit an approvable work plan, proposal, or other document when due shall in no way affect or alter Aquila Farms' responsibility to comply with any other deadline(s) specified in this Consent Order.
- 4.8 No informal advice, guidance, suggestions, or comments by the DEQ regarding reports, work plans, plans, specifications, schedules or any other writing submitted by Aquila Farms will be construed as relieving Aquila Farms of its obligation to obtain written approval, if and when required by this Consent Order.

#### **V. EXTENSIONS**

- 5.1 Aquila Farms and the DEQ agree that the DEQ may grant Aquila Farms a reasonable extension of the specified deadlines set forth in this Consent Order. Any extension shall be preceded by a written request in duplicate to the DEQ, WRD, Enforcement Unit Chief, P.O. Box 30458, Lansing, Michigan 48909-7958, and the Saginaw Bay District Supervisor at the address in paragraph 3.5 no later than ten business days prior to the pertinent deadline, and shall include:
  - a. Identification of the specific deadline(s) of this Consent Order that will not be met.

- b. A detailed description of the circumstances that will prevent Aquila Farms for meeting the deadline(s).
- c. A description of the measures Aquila Farms has taken and/or intends to take to meet the required deadline(s).
- d. The length of the extension requested and the specific date on which the obligation will be met.

The Saginaw Bay District Supervisor or a designee, in consultation with the Enforcement Unit Chief, shall respond in writing to such requests. No change or modification to this Consent Order shall be valid unless in writing from the DEQ, and if applicable, signed by both parties.

#### **VI. REPORTING**

- 6.1 Aquila Farms shall verbally report any violation(s) of the terms and conditions of this Consent Order to the Saginaw Bay District Supervisor by no later than the close of the next business day following the detection of such violation(s) and shall follow such notification with a written report within five business days following detection of such violation(s). The written report shall include a detailed description of the violation(s), as well as a description of any actions proposed or taken to correct the violation(s). Aquila Farms shall report any anticipated violation(s) of this Consent Order to the above-referenced individual in advance of the relevant deadlines whenever possible.

#### **VII. RETENTION OF RECORDS**

- 7.1 Upon request by an authorized representative of the DEQ, Aquila Farms shall make available to the DEQ all records, plans, logs, and other documents required to be maintained under this Consent Order or pursuant to the NREPA or its rules. All such documents shall be retained by Aquila Farms for at least a period of five years from the date of generation of the record unless a longer period of record retention is required by the NREPA or its rules.

### VIII. RIGHT OF ENTRY

- 8.1 Aquila Farms shall allow any authorized representative or contractor of the DEQ, upon presentation of proper credentials, to enter upon the premises of the facility at all reasonable times for the purpose of monitoring compliance with the provisions of this Consent Order. This paragraph in no way limits the authority of the DEQ to conduct tests and inspections pursuant to the NREPA and the rules promulgated thereunder, or any other applicable statutory provision.

### IX. PENALTIES

- 9.1 Within 30 days after the effective date of this Consent Order, Aquila Farms shall pay to the State of Michigan **\$1,180 DOLLARS** as partial compensation for the cost of investigations and enforcement activities arising from the violations specified in Section II of this Consent Order. Payment shall be made in accordance with paragraph 9.5.
- 9.2 Within 30 days after the effective date of this Consent Order, Aquila Farms shall pay to the State of Michigan a civil fine of **\$27,760 DOLLARS** for the violations specified in Section II of this Consent Order. Payment shall be made in accordance with paragraph 9.5.
- 9.3 For each failure to comply with a specific deadline contained in Section III of this Consent Order, Aquila Farms shall pay a stipulated penalty of **\$5,000**. If, after 30 days from the original deadline, Aquila Farms has not fully corrected the violation, stipulated penalties shall begin to accrue in accordance with paragraph 9.4 of this Consent Order. Payments shall be made in accordance with paragraph 9.5.
- 9.4 Except as provided for in paragraph 9.3, for each failure to comply with any other provision of this Consent Order, Aquila Farms shall pay stipulated penalties of **\$200** per violation per day for 1 to 7 days of violation, **\$300** per violation per day from 8 to 14 days of violation, and **\$500** per violation per day for each day of violation thereafter. Payments shall be made in accordance with paragraph 9.5.

- 9.5 Aquila Farms shall pay all stipulated penalties within 30 days after receipt of an invoice from the DEQ. Aquila Farms agrees to pay all funds due pursuant to this Consent Order by check made payable to the State of Michigan and delivered to the Accounting Services Division, Cashier's Office for DEQ, P.O. Box 30657, Lansing, Michigan 489009-8157, or hand delivered to the Accounting Services Division, Cashier's Office for the DEQ, 425 West Ottawa Street, Lansing, Michigan 48933. To ensure proper credit, all payments made pursuant to this Consent Order must include the **Payment Identification No. WRD-40122.**
- 9.6 Aquila Farms agrees not to contest the legality of the civil fine or costs paid pursuant to paragraphs 9.1 and 9.2 above. Aquila Farms further agrees not to contest the legality of any stipulated penalties assessed pursuant to paragraphs 9.3 or 9.4 above, but reserves the right to dispute the factual basis upon which a demand by the DEQ for stipulated penalties is made.
- 9.7 The DEQ reserves its rights to seek interest on any unpaid sums due pursuant to the terms of this Consent Order. Subject to the other provisions of this Section IX, the DEQ may waive, in its unreviewable discretion, any portion of stipulated penalties and interest that has accrued pursuant to this Consent Order. This interest penalty shall be based on the rate set forth at MCL 600.6013(8), using the full increment of amount due as principal, and calculated from the due date for the payment until the delinquent payment is finally made in full.

#### **X. FORCE MAJEURE**

- 10.1 Aquila Farms shall perform the requirements of this Consent Order within the time limits established herein, unless performance is prevented or delayed by events that constitute a "Force Majeure." Any delay in the performance attributed to a "Force Majeure" shall not be deemed a violation of Aquila Farms' obligations under this Consent Order in accordance with this section.
- 10.2 For the purpose of this Consent Order, "Force Majeure" means an occurrence or nonoccurrence arising from causes not foreseeable, beyond the control of, and without the fault of Aquila Farms, such as: an Act of God, untimely review or permit applications

or submissions by the DEQ or other applicable authority, and acts or omissions of third parties that could not have been avoided or overcome by Aquila Farms' diligence and that delay the performance of an obligation under this Consent Order. "Force Majeure" does not include, among other things, unanticipated or increased costs, changed financial circumstances, or failure to obtain a permit or license as a result of Aquila Farms' actions or omissions.

- 10.3 Aquila Farms shall notify the DEQ, by telephone, within 48 hours of discovering any event that may cause a delay in its compliance with any provision of this Consent Order. Verbal notice shall be followed by written notice within ten calendar days and shall describe, in detail, the anticipated length of delay, the precise cause or causes of delay, the measures taken by Aquila Farms to prevent or minimize the delay, and the timetable by which those measures shall be implemented. Aquila Farms shall adopt all reasonable measures to avoid or minimize any such delay. Nothing in this paragraph obviates the need to report violations as required by paragraph 6.1 of this Consent Order.
- 10.4 Failure of Aquila Farms to comply with the notice requirements and time provisions under paragraph 10.3 shall render this Section X void and of no force and effect as to the particular incident involved. The DEQ may, at its sole discretion and in appropriate circumstances, waive in writing the notice requirements of paragraph 10.3 above.
- 10.5 If the parties agree that the delay or anticipated delay was beyond the control of Aquila Farms, this may be so stipulated, and the parties to this Consent Order may agree upon an appropriate modification of this Consent Order. However, the DEQ is the final decision-maker on whether or not the matter at issue constitutes a force majeure. The burden of proving that any delay was beyond the reasonable control of Aquila Farms, and that all the requirements of this Section X have been met by Aquila Farms, rests with Aquila Farms.
- 10.6 An extension of one compliance date based upon a particular incident does not necessarily mean that Aquila Farms qualifies for an extension of a subsequent compliance date without providing proof regarding each incremental step or other requirement for which an extension is sought.

## **XI. GENERAL PROVISIONS**

- 11.1 With respect to any violations not specifically addressed and resolved by this Consent Order, the DEQ reserves the right to pursue any remedies to which it is entitled for any failure on the part of Aquila Farms to comply with the requirements of the NREPA and its rules.
- 11.2 The DEQ and Aquila Farms consent to enforcement of this Consent Order in the same manner and by the same procedures for all final orders entered pursuant to Part 31 of NREPA and the NPDES Permit.
- 11.3 This Consent Order in no way affects Aquila Farms' responsibility to comply with any other applicable state, federal, or local laws or regulations.
- 11.4 The WRD reserves its right to pursue appropriate action, including injunctive relief to enforce the provisions of this Consent Order, and at its discretion, may also seek stipulated fines or statutory fines for any violation of this Consent Order. However, the WRD is precluded from seeking both a stipulated fine under this Consent Order and a statutory fine for the same violation.
- 11.5 The parties agree to diligently and in good faith pursue informal negotiations to resolve any disputes arising out of this Consent Order prior to resorting to judicial enforcement. Such negotiations shall proceed in a timely manner.
- 11.6 Nothing in this Consent Order is or shall be considered to affect any liability Aquila Farms may have for natural resource damages cause by Aquila Farms' ownership and/or operation of the facility. The State of Michigan does not waive any rights to bring an appropriate action to recover such damages to the natural resources.
- 11.7 In the event Aquila Farms sells or transfers the facility, it shall advise any purchaser or transferee of the existence of this Consent Order in connection with such sale or transfer. Within 30 calendar days, Aquila Farms shall also notify the WRD Saginaw Bay District Office District Supervisor, in writing, of such sale or transfer, the identity and address of any purchaser or transferee, and confirm the fact that notice of this Consent

Order has been given to the purchaser and/or transferee. The purchaser and/or transferee of this Consent Order must agree, in writing, to assume all of the obligations of this Consent Order. A copy of that agreement shall be forwarded to the WRD Saginaw Bay District Office District Supervisor within 30 days after assuming the obligations of this Consent Order.

- 11.8 The provisions of this Consent Order shall apply to and be binding upon the parties to this action, and their successors and assigns.
- 11.9 This Consent Order constitutes a civil settlement and satisfaction as to the resolution of the violations specifically addressed herein; however, it does not resolve any criminal action that may result from these same violations.
- 11.10 The effective date of this Consent Order is the date it is signed by the WRD Chief.

## **XII. TERMINATION**

- 12.1 This Consent Order shall remain in full force and effect until terminated by a written Termination Notice (TN) issued by the DEQ. Prior to issuance of a written TN, Aquila Farms shall submit a request consisting of a written certification that Aquila Farms has fully complied with the requirements of this Consent Order and has made payment of any fines, including stipulated penalties, required in this Consent Order. Specifically, an acceptable certification shall include:
  - a. The date of compliance with each provision of the compliance program in Section III, and the date any fines or penalties were paid.
  - b. A statement that all required information has been reported to the District Supervisor.
  - c. Confirmation that all records required to be maintained pursuant to this Consent Order are being maintained at the facility.

The DEQ may also request additional relevant information. The DEQ shall not unreasonably withhold issuance of a TN.

**Signatories**


The undersigned CERTIFY they are fully authorized by the party they represent to enter into this Consent Order to comply by consent and to EXECUTE and LEGALLY BIND that party to it.

**DEPARTMENT OF ENVIRONMENTAL QUALITY**

  
\_\_\_\_\_  
Peter Ostlund, Acting Chief  
Water Resources Division


5/16/2016  
Date

**AQUILA FARMS, LLC**

  
\_\_\_\_\_  
John Verhaar, Owner  
Aquila Farms, LLC

5-5-16  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
By: Neil Gordon, Assistant Attorney General  
For: S. Peter Manning, Chief  
Environment, Natural Resources, and Agriculture Division  
Michigan Department of Attorney General

5/13/2016  
Date